



Dublin Adult Learning Centre

EMPLOYEES HANDBOOK

V3 2023

DUBLIN ADULT LEARNING CENTRE

An overview and history of the organisation

The Dublin Adult Learning Centre (DALC) is an adult basic education centre based in Dublin's north inner city. The centre provides individual and group tuition in reading, writing and spelling for adults with reading and writing difficulties. The service provided is free and confidential. DALC caters for between 480-500 students per year with low literacy skills or little or no qualification. This includes a large English for Speakers of Other Languages programme, for students who wish to improve their basic language and literacy skills. DALC provides accredited and non-accredited learning either in 1:1 or small group settings.

DALC, formerly the Dublin for Literacy Scheme, was established in 1974 by the Dublin Diocese to provide adult basic education services to residents of Dublin's north inner city and was part of the Dublin Institute of Adult Education. In 1997 the Dublin Institute of Adult Education was wound up and the Dublin Adult Learning Centre was incorporated to take on the work of the literacy scheme. DALC is a guarantee company (clg) and a registered charity and is funded by the Department of Education, City of Dublin Education and Training Board, the Department of Social Protection and Pobal. DALC has a board of directors made up of representatives from the local community, education, corporate sectors

Number of learners attending the centre - approximately 500

2 Full-time staff

39 Part-time staff

Board of Directors

Bríd O'Brien (Chairperson), John Collins, Patricia Lawless, Dr Yvonne Emmet, Mark Kelly, Nicola Kelly, John Farrelly

Chief Executive Officer (CEO) of the Dublin Adult Learning Centre

Mary Maher

Mission Statement

The Dublin Adult Learning Centre provides basic education services to ensure that everyone in the inner city has the opportunity to avail of their right to develop their literacy and numeracy and IT skills.

DALC's definition of adult basic education

Adult basic education is the means by which adults who lack confidence in their literacy levels develop reading, writing, personal and interpersonal skills using methods, which are learner-centred, creative and participative. It aims to enable adults to enhance their lives by exploring new possibilities and initiating constructive change.

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DALC's Definition of Literacy

Literacy for our students means a wide range of skills. Among these they have identified the ability to read, write and understand numbers, independence and an ability to function in the modern world, confidence, reading your own personal letters and knowing what's on in your community. With this in mind and the views of staff and tutors, the Dublin Adult Learning Centre defines literacy as follows:

Being literate means being able to read, write and use numeracy and information technology competently to deal with situations and opportunities in your own environment. It means being able to fulfil your own goals as a family and community member, citizen and worker. Being literate depends on what you need or want at a specific time. Becoming literate is part of a lifelong learning continuum.

Core Values

- Student centredness
- Equality
- Transformative
- Community-based

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Statement re Compliance with DALC Policies and Procedures

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Compliance with DALC Policies and Procedures

Employees are required to comply with DALC's rules, policies and procedures in accordance with clause 23 of the employee's Employment Agreement.

A. Employment Policies and Procedures

1 Recruitment & Selection Policy and Procedure

- 1.1.1 The Recruitment and Selection policy and procedures of DALC are in keeping with our Equal Opportunities policy.
- 1.1.2 Recruitment and selection of suitably qualified staff will be made from the appropriate field, having regard to considerations of the nature of the role and the availability of internal candidate(s). Having regard to these considerations, positions may be advertised internally only or internally and externally simultaneously.
- 1.1.3 Advertisements will clearly describe the required qualifications, the nature of the required experience, length of experience working with adults in a literacy or community education setting and job specification.
- 1.1.4 The applications of current staff will be treated on an equal basis with external applications where relevant.
- 1.1.5 The most suitable candidate - internal or external - will be selected for the position as advertised. Job applicants must not be treated less favourably on the grounds of gender, civil status, family status, disability, sexual orientation, race, colour, ethnic or national origin, age, being a member of the Traveller community, political or religious beliefs or responsibility for dependents, or put at a disadvantage by unjustifiable conditions or requirements.
- 1.1.6 Interviewing of candidates will be carried out by a minimum of three people including the CEO, member of the board and an external interviewer. Where appropriate, other members of staff may be included on the interview panel. The organisation will, where possible, ensure that there is gender balance on all interview panels.
- 1.1.7 The selection process will be fair and will apply equally to all applicants.

2 Employment Conditions, Procedures & Policies

Contract of Employment

- 2.1.1 All employees will be issued with a contract from management. This contract sets out conditions under which the member of staff will be employed. The member of staff will be required to sign and return the

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contract to management as acknowledgement and acceptance of the terms and conditions of the contract. She/he will keep a copy for his/her own reference.

- 2.1.2 The contract will specify the employment relationship between management and the specific employee, i.e. permanent or fixed-term, full-time, part-time.
- 2.1.3 DALC recognises its responsibility to ensure that new staff are fully informed of the terms and conditions of employment within the relevant time limit prescribed by law.
- 2.1.4 Staff may not engage in other paid employment, which would interfere with the performance of their duties, except with the prior consent, in writing, of the CEO of DALC.

3 Job Description

- 3.1.1 The person appointed shall perform the duties determined by management as set out in the job description given to him/her at time of application for the position.
- 3.1.2 The job description will be reviewed and updated regularly with the agreement of both employer and employee. (See Supervision & Support)
- 3.1.3 All new employees will have an induction programme at the commencement of their employment. The purpose of induction is to help the new employee into the position as soon as possible and make sure s/he has all the necessary information s/he needs in order to do the job effectively.
- 3.1.4 The duration and content of induction will vary according to the needs of the employee and the position.

4 Probation

- 4.1.1 Confirmation of all appointments will be subject to satisfactory completion of a period of probation of six months, with a review at 3 months.
- 4.1.2 Management will always notify the employee of his/her satisfactory completion of the period of probation.
- 4.1.3 DALC may, in exceptional circumstances, extend the probationary period to a maximum of 11 months where it is in the interests of the Employee. Where the Employee is absent from work during the probationary period, the probationary period may be extended for the duration of the Employee's absence. During the probationary

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period, the Employee's performance and suitability for continued employment will be monitored. DALC's normal performance management and disciplinary procedures will not apply during the probationary period or any extension thereof, and the procedures to be applied to the Employee are at the discretion of the DALC.

- 4.1.4 During the probationary period, employment may be terminated by either party by giving the other party 2 weeks' notice in writing.
- 4.1.5 Payment may be made by DALC in lieu of all or part of this notice period.

5. Retirement

- 5.1.1 The age of retirement is 65 years.

6. Notice of Termination of Employment

- 6.1.1 Management will give at least one month's notice, in writing, of termination of employment save in the case of an employee on probation. This will be extended to two months in the case of staff who have served continuously for more than three years.
- 6.1.2 In the case of gross misconduct, where dismissal results after due investigation, the entitlement will be based on the legal minimum as specified in The Minimum Notice and Terms of Employment Acts, 1973 to 2005.
- 6.1.3

Length of Service	Minimum Notice
13 weeks and up to 2 years	1 week
2 years and up to 5 years	2 week
5 years and up to 10 years	4 weeks
10 years and up to 15 years	6 weeks
More than 15 years	8 weeks
- 6.1.4 Salary may be paid in lieu of notice.
- 6.1.5 Employees may invoke the grievance procedure if they dispute the notice of termination of employment.

7. Redundancy Policy

- 7.1.1 Management aims to maintain and secure employment for its entire staff and will plan and organise its workforce requirements, deciding on size, structure and deployment, in line with funding. However, it may be necessary to reduce the number of people employed due to, for example, a reduction in funding or change in organisational direction.

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- 7.1.2 If no additional funding can be secured, the organisation would make every effort to explore alternative forms of employment, i.e. reduced working hours, funding for specific project work or consultancy work or lay-off.
- 7.1.3 Any reduction in staff will be brought about as fairly as possible in consultation with staff and their representatives.
- 7.1.4 Where redundancy is unavoidable the organisation will give 30 days notice to staff and will consider any representations and, if it rejects any of their representations, will state its reasons. In the event of a collective redundancy DALC will comply with the provisions of the Protection of Employment Acts.
- 7.1.5 If an employee feels that the selection criteria have been unfairly applied, s/he can bring an appeal to the Chairperson of the Board.

8. Pay Policy

- 8.1.1 Each job in the organisation shall be graded and comply with the terms of the National Minimum Wage Acts 2000 and 2015.
- 8.1.2 Each grade shall be placed on the relevant point on the DALC pay scale.
- 8.1.3 An annual increment may be given, subject to Board approval.
- 8.1.4 New members of staff are appointed on the point of the salary scale appropriate to their skills, training and expertise.
- 8.1.5 Management will review all salary scales on a regular basis, to check if the scales applying are still appropriate.

9. Method of Payment

- 9.1.1 Payment is made in arrears weekly or monthly by credit transfer. Monthly payments will be paid on 25th of each month or the next business day.
- 9.1.2 Details of gross pay, deductions etc will be itemised on the payslip issued each month.

10. Pension

- 10.1.1 DALC will facilitate an employee the accessing of a PRSA on request. After 2 years of continuous employment DALC will contribute to an employee's PRSA. The percentage of salary contributed by DALC is 5% and the employee must contribute a minimum of 3%.

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10.1.2 Arrangements will be made for employees who are members of the approved group pension scheme as at 21 April 2021 to transition to an alternative pension arrangement which is compliant with pension regulations namely a One-Member Master Trust Arrangement [or (at the option of the employee) a PRSA]. DALC will contribute 5% of salary to such arrangement and the employee must contribute at least 3%. DALC will arrange for relevant employees to have access to DALC's pension adviser to discuss the new arrangements.

11. Place of work

11.1.1 The Employee's place of work will be: Dublin Adult Learning Centre, 3 Mountjoy Square, Dublin 1. However, DALC may relocate to other premises within or outside Dublin in the future and in that event, the Employee's place of work shall be at those premises. The Employee may be expected to work and travel outside of Dublin and abroad from time to time without additional compensation, remuneration or time off in lieu. Any change to the Employee's location will be notified to the Employee in writing.

12. Hours of Work

12.1.1 Full-time staff are required to work a 35-hour week. Office hours of opening are generally 9.00 a.m. to 9.00 p.m. There are two fifteen minute coffee breaks morning and afternoon.

12.1.2 Staff engaged on a part-time contract will have working hours specified in their contracts.

12.1.3 The working of unsociable hours by the CEO and tutors is required on a regular basis and sometimes in the evenings and at weekends. No payment is made for overtime.

12.1.4 Time off in lieu of overtime must only be taken only with the consent of the CEO and within the academic year.

13. Confidentiality

13.1.1 Employees are required at all times to maintain absolute confidentiality in respect of matters, which come to their knowledge in the course of their work. This does not apply to communications properly made by them in the normal conduct of work for the organisation or when specific consent to disclose information has been given by management.

13.1.2 Employees are also required and expected to maintain this standard of confidentiality when they leave employment with this organisation.

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14. Fair Usage of Information Technology

14.1.1 Employees are required to comply with DALC's Policies in relation to fair usage of information technology in force from time to time.

15. Company Property

15.1.1 At the termination of employment the Employee shall return to DALC all equipment, correspondence, records, documents, notes, or material of any type in his/her possession or under his/her control, which relate in any way to the affairs or to the business of DALC and the Employee must not retain copies of any such documentation. The Employee shall, if so required by DALC, confirm in writing compliance with his/her obligations under this clause.

16. Personal Files

16.1.1 There is a file for each employee recording contracts, job description, salary, increments, annual leave, sick leave details, medical certificates, correspondence, records of appraisals, disciplinary or grievance procedures, interview notes, etc. Employees are entitled to inspect their own personal files.

17. Employment Allowances

17.1.1 Expenses have to be agreed with the Management prior to being incurred.

17.1.2 Travelling and subsistence expenses incurred by staff on DALC business with management approval will be reimbursed in full in accordance with current Public Service rates.

17.1.3 DALC encourages staff to belong to relevant professional institutions and staff can make an application for the cost or part of the cost of membership, subject to the prior approval of management.

18. Trade Union Recognition

18.1.1 Management recognises the right of employees to join a trade union.

18.1.2 The attendance of a Union member at a Union meeting during working hours will be subject to permission from her/his immediate superior, which permission will not be unreasonably withheld.

19. Cycle to Work Scheme

19.1.1 DALC operates the Cycle to Work Scheme. You will be asked to sign a statement stating that the bicycle is:

- for your own use

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- will be mainly used for the whole or part of your journey between your home and normal place of work.

Bicycles and safety equipment must be new and includes finance for pedelecs or ebikes with safety equipment to a limit of €1,500 and other bicycles and related safety equipment to a limit of €1,000.

Re-payment can be made for up to 12 months. You can use the scheme once every four years.

B. Annual Leave

20.1.1 The annual leave entitlement for each employee is set out in the contract of employment. Management will encourage all employees to take their full leave entitlement.

20.1.2 Employees must request and agree in advance the dates of their holidays with the CEO.

20.1.3 The leave year runs from September 1 – August 31st. The entitlement for any one year should be taken within that year.

20.1.4 30 days of annual leave will be the norm, but with the right to negotiate for more with the agreement of the other staff affected by this.

20.1.5 The annual leave entitlement for part-time employees is set out in their contract of employment.

20.1.6 Employees joining the organisation after the beginning of the leave year are granted leave pro rata in the first leave year.

21. Entitlement for Staff Leave

21.1.1 Employees will also be entitled to all ten public holidays plus the extra honorary days listed below.

- 1st. January
- St. Brigid's Day
- St Patrick's Day
- Easter Monday
- 1st Monday in June
- 1st. Monday in August
- Last Monday in October
- Christmas Day
- St. Stephen's Day
- Good Friday
- Easter Tuesday
- Day after St. Stephen's Day
(Extra honorary days)

21.1.2 If the public holiday falls on the weekend the next working day will be given in lieu.

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- 21.1.3 A public holiday falling within a period of annual leave will not count as part of that leave.
- 21.1.4 Regular part-time employees, (i.e. normally expected to work for at least 8 hours per week and for at least 13 weeks for the same employer) are entitled to public holidays. Part-time employees who do not normally work on the day on which a public holiday falls will be entitled to one-fifth of the normal weekly rate of remuneration for the public holiday.
- 21.1.5 If, during annual leave, an employee falls sick and produces at the time a medical certificate to that effect, the period of sickness will be recorded as sick leave and not as annual leave.
- 21.1.6 Employees who are leaving the organisation are allowed one twelfth of their annual leave entitlement for each completed month of service in the current leave year.

22. Sick Leave

- 22.1.1 Employees who are unable to report for work, or someone on their behalf, should contact the DALC office within 1 hour of starting time and give the probable date of their return to work.
- 22.1.2 Employees are entitled to 2 consecutive uncertified sick days for which they will be paid. This is subject to a maximum of 7 days in any one period of 12 months. The employee's doctor must certify all periods of sickness exceeding 2 working days, and the medical certificate must be sent to the office before sick pay will be granted. This exceeds what is guaranteed by the contract at present although the minimum statutory entitlements will ultimately exceed these.
- 22.1.3 Sick pay will be granted to full time staff on certified sick leave up to the maximum period and at the rates shown below, within any one period of 12 months. Subject to the conditions above, a full-time employee absent from duty as a result of sickness will be entitled to be paid full sick pay for twenty one working days. Full pay or a proportion thereof may be extended after this period at the discretion of management.
- 22.1.4 During the period of probation an employee is entitled to 2 weeks certified sick leave.
- 22.1.5 Full sick pay will amount to an employee's normal salary, less appropriate deductions in respect of benefits payable under the Social Welfare Acts.
- 22.1.6 Employees are required to claim and remit to the employer any social welfare payments due during periods when they are on sick pay. The Department of Social Welfare issues forms DB5 and DB6 giving details

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of the payments being made to recipients. These should be submitted as evidence.

22.1.7 DALC reserves the right to have the Employee medically examined by a medical practitioner of DALC's choosing at any time during employment. By entering into his/her contract of employment, the Employee indicates consent to disclosure by the Employee's own GP (or other medical attendant) to the medical practitioner(s) nominated by DALC of all information necessary to allow him/her to prepare a comprehensive medical report and to the disclosure of that report and all relevant background information to DALC. Failure to attend at a medical examination when requested to do so may result in disciplinary action and/or termination of sick pay if applicable.

23. Maternity Leave

23.1.1 All employees who have been on a contract for 2 years are entitled to full pay during maternity leave.

23.1.2 Maternity leave, in accordance with the Maternity Protection Acts 1994 and 2004, will consist of 26 consecutive weeks paid leave, plus 16 weeks unpaid leave, plus additional unpaid leave to cover special circumstances.

23.1.3 The policy (in accordance with the legislation) covers permanent employees of DALC. It also covers male employees in the event of the mother's death.

23.1.4 If the staff member is employed under a fixed term contract and the expiry date of the contract is before the employee's last day of maternity leave, the contract will be deemed to expire on the last day of the maternity leave and not before.

23.1.5 A pregnant employee is entitled to minimum maternity leave of not less than 26 consecutive weeks. This entitlement is subject to the employee:

Notifying the CEO in writing of her intention to take maternity leave as soon as is reasonably practicable, but not later than 4 weeks before her maternity leave begins.

Producing at the time of notification a medical, or other appropriate certificate, confirming the pregnancy and giving the expected date of confinement.

23.1.6 If an employee meets the notification requirements outlined in this policy, she will be entitled to 26 weeks maternity leave. An employee must take at least 2 weeks' leave before the expected birth of the baby and no less than 4 weeks after the birth of the baby. DALC understands that in the case of a premature birth, the employee's 26 weeks maternity leave begins immediately from the day of the birth

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plus extra leave between the baby's actual date of birth and the date the maternity leave had been planned to start.

- 23.1.7 DALC will pay permanent employees their full salary during paid maternity leave, less appropriate deductions in respect of benefits payable under the Social Welfare Acts.
- 23.1.8 An employee who is (or was) fully insured under the Social Welfare Acts and has fulfilled certain contribution conditions is entitled to maternity benefit from the Department of Social, Community & Family Affairs.
- 23.1.9 The employee must give management at least four weeks written notice of taking leave and of her intended date of return. She should also provide a medical certificate confirming pregnancy and estimated week of confinement. The employee must notify management again at least two weeks before the intended date of return to work.
- 23.1.10 Paid maternity leave will count as service.
- 23.1.11 Maternity leave is granted irrespective of a person's sick leave record and does not count as sick leave.
- 23.1.12 At the end of paid maternity leave the employee may take up to 16 weeks unpaid leave and/or any annual leave to which she is entitled at the time. She should notify management in writing as soon as possible of her intention to take additional leave and at least 4 weeks before the end of her maternity leave.

24. *Ante-Natal and Postnatal Care*

- 24.1.1 An employee will be entitled to paid leave for antenatal and postnatal care. An employee will receive paid leave for post-natal medical appointments for the first 14 weeks following the birth and for any ante-natal medical appointments before the birth.
- 24.1.2 An employee must give the CEO one week's written notice of any appointment and must be able to produce a certificate to show that the visit took place. If an employee needs urgent medical attention, she must give written notice of the appointment within 1 week of the appointment taking place.
- 24.1.3 *Father's Entitlement to Leave on the Death of the Mother*
In the event of the death of an employee's spouse/partner during, or after childbirth, the employee will be entitled to paid leave.
- 24.1.4 If a woman dies within 18 weeks of giving birth to a living child, then the father of the child is entitled to leave. The father's period of leave must commence within 7 days of the mother's death.

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24.1.5 If the employee's spouse/partner dies before the end of the 10th week after the birth of the child, the male employee will be entitled to a period of leave up to the end of that 10th week, and a further 8 weeks additional leave afterwards.

24.1.6 If the mother dies between the end of the 10th week and the end of the 18th week following the birth of the child, the father will be entitled to a period of leave up to the end of the 18th week.

24.1.7 The employee must notify the CEO on the first day of the leave of his intention to take leave and the duration of the leave. This notification can be revoked no later than the day on which the leave is due to begin. The employee must also notify the CEO of his intention to take additional leave no later than 4 weeks before the date on which he is expected to return to work.

25. Returning to Work

25.1.1 An employee will be entitled to return to her/his usual job, so far as it is reasonably practicable, when her/his leave ends. However, if this is not possible, the employee will be offered suitable alternative work.

26. Confidentiality in respect of maternity leave

26.1.1 Management regards it as essential that all matters relating to maternity leave; paternity leave (see below) and adoptive leave (see below) are treated in strict confidence.

27. Parent's Leave

27.1.1 Parent's Leave

In accordance with the Parent's Leave and Benefit Act 2019, an employee who is a relevant parent with one year's continuous service prior to requesting parent's leave, is entitled to 7 weeks' unpaid leave during the first 2 years of a child's life, or in the case of adoption, within 2 years of the placement of the child with the family.

A relevant parent is:

1. A parent of the child
2. A spouse, civil partner or cohabitant of the parent of the child
3. A parent of a donor-conceived child
4. the adopting parent or parents of a child
5. The spouse, civil partner or spouse of the adopting parent of the child (if the parents have not adopted jointly)
6. Leave can be taken as one continuous period of 7 weeks leave or in separate periods of not less than one week.

27.1.2 An employee must give at least 6 weeks' notice of intention to take parent's leave.

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27.1.3 An employer can postpone the taking of parent's leave in certain circumstances for up to 12 weeks.

28. Parental Leave

28.1.1 In accordance with the Parental Leave Acts 1998 to 2019 DALC has put in place the following policy aimed at providing unpaid leave to employees who are natural or adoptive parents or acting in loco parentis to take care of a child less than 12 years of age or up to 16 years in the case of a child with a disability or long-term illness. If a child was adopted between the age of ten and twelve, leave in respect of that child may be taken up to two years after the date of the adoption order.

28.1.2 An employee needs to have one year's continuous service prior to requesting Parental Leave. However, in cases where the employee has less than one year's service and more than three months service, and his/her child is reaching the threshold, parental leave entitlement will be calculated as follows:

28.1.3 By adding up all hours worked in the preceding 14 weeks prior to the leave, and dividing by 14 to get the average number of hours the employee is entitled to take as his/her leave.

28.1.4 Any permanent full-time employee who is a natural or adoptive parent is entitled to 26 weeks unpaid leave to enable him/her to take care of his/her child. The leave may be taken in a block of weeks or broken down into pre-planned time off. 26 weeks' unpaid parental leave is available per eligible child, and the maximum time off in any one year is 26 weeks.

28.1.5 All employment rights are protected while on parental leave. Public holidays, sick leave, force majeure or maternity leave are not considered to be part of parental leave.

28.1.6 Permanent part-time employees are entitled to unpaid parental leave on a pro rata basis. This is calculated on the average number of hours worked per week in the 26-week period prior to the commencement of the parental leave.

28.1.7 Full-time employees who have less than 1 year's service may be entitled to a pro rata parental leave entitlement after 3 months' service, if the child is about to go beyond the specified age limit. Periods of training or probation will be extended to take account of the number of weeks' absence due to parental leave.

29. Requests for Parental Leave

29.1.1 Requests for parental leave must go to the CEO a minimum of 6 weeks prior to the proposed date of commencement. The request

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must specify the commencement date, duration and mechanism for taking the parental leave. A birth certificate for the child must be attached.

- 29.1.2 DALC reserves the right to discontinue salary, pension and VHI contributions (where appropriate) during the course of this leave. However, an employee may contribute to the pension and VHI under separate cover.
- 29.1.3 In cases where the leave could have an adverse effect on the business, DALC reserves the right to postpone commencement of parental leave for up to 6 months. Such a requirement will always be discussed with the employee, and then put formally in writing.
- 29.1.4 Both employee and the company will hold signed copies of all Confirmation Documents. It is important for all employees availing of this leave to keep their own records. All company copies will be held on the individual's personnel file.
- 29.1.5 Employees will return to their normal job on completion of their period of parental leave, in so far as is practicable. Employees found abusing their entitlement to parental leave will immediately have their parental leave entitlement terminated and will be subject to the disciplinary process.

30. Paternity Leave

- 30.1.1 In accordance with the Paternity Leave and Benefit Act 2016, relevant parents may take two weeks unpaid paternity leave within 26 weeks of the birth of the child or the placement of an adopted child in the family. Relevant parents are:
- the father of the child
 - The partner (spouse, civil partner
 - r or cohabitant) of the mother of the child
 - The parent of a donor-conceived child
- A minimum of 4 weeks notice is to be given in writing to the CEO of the beginning of the leave. Leave is one single period of 2 weeks.

31. Adoptive Leave

- 31.1.1 Adoptive Leave, in accordance with the Adoptive Leave Acts 1995 and 2005, will consist of 24 weeks. You are also entitled to take 16 weeks' additional unpaid adoptive leave after your adoptive leave ends.
- 31.1.2 DALC will pay the employee (permanent) their full salary during Adoptive Leave less appropriate deductions in respect of benefits payable under the Social Welfare Acts.
- 31.1.3 Adoptive Leave will be available to one parent of an adopting couple (nominated parent), or, where there is a sole adopting parent,

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that parent is entitled to 24 weeks of adoptive leave after the child is placed with the parent(s).

- 31.1.4 Adoptive leave will commence at the time the child is placed with the employee for adoption.
- 31.1.5 If a nominated or sole adopting parent wishes to take additional adoptive leave of 16 weeks she/he must inform the CEO, in writing, no later than 4 weeks before he/she is expected to return to work at the end of adoptive leave.
- 31.1.6 In foreign adoption cases, a nominated or sole adopting parent may take some of the additional leave prior to the placement of the child. If the employee wishes to do this, he/she must notify the CEO, in writing, no later than 4 weeks before the additional leave is due to begin. A declaration of suitability and eligibility must also be supplied.
- 31.1.7 The employee must give management notice in writing of his/her intention to take adoptive leave, at least 4 weeks before the expected placement of the child.
- 31.1.8 In the case of an Irish adoption, the employee must, not later than 4 weeks after the date of placement, produce a certificate of placement for the CEO. In the case of a foreign adoption, a declaration of eligibility and suitability must be produced as soon as is reasonably practicable.
- 31.1.9 In the unfortunate event of a nominated adopting parent's death, the surviving adopting parent will be entitled to take adoptive leave. This leave will be 10 weeks if the nominated adopting parent dies before the date of placement. If the nominated adopting parent dies on or after the day of placement, the leave will be 10 weeks less the period that the mother was alive after the date of placement.
- 31.1.10 An employee should notify the CEO as soon as is reasonably practicable, but leave will start immediately if the nominated adopting parent dies after the date of placement.
- 31.1.11 A surviving adopting parent may request additional leave of 4 weeks as appropriate. If the nominated adopting parent dies on or after the 10th week, the additional leave will be 4 weeks less the period that the nominated adopting parent was alive after the 10th week.
- 31.1.12 In foreign adoption cases, the surviving adopting parent may take some or all of the additional leave immediately before the date of placement. Written notification must be supplied by the surviving adopter as soon as is reasonably practical.
- 31.1.13 An employee will maintain all of his or her employment rights while on leave. DALC will pay the employee their full salary during Adoptive Leave less appropriate deductions in respect of benefits payable

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under the Social Welfare Acts.

32. Special Leave

32.1.1 Unpaid leave of absence may be granted to employees who have worked in the organisation for at least two years, at the discretion of management.

32.1.2 Unpaid Leave of Absence is given for a period of up to one year, generally for family reasons. It is not given for purposes of taking up or seeking alternative employment. If the period extends beyond one year, the arrangement automatically transfers to a Career Break.

33. Carer's Leave

33.1.1 The Carer's Leave Act 2001 entitles an employee, who has completed 12 month's continuous service, to a minimum of 13 weeks unpaid leave of absence to personally provide full time care and attention for a person who needs such care and attention. The maximum amount of leave is 104 weeks in respect of any one care recipient.

34. Career Break

34.1.1 A career break without pay may be granted to employees who have worked in the organisation for at least five years, at the discretion of management. The career break is generally for a minimum period of one year and a maximum period of three years.

34.1.4 It is necessary for the employee to submit a written request to management at least three months before the proposed commencement date.

34.1.5 The employee must also provide at least three months' written notice of his/her return to work.

34.1.6 This leave will constitute a break in service for increment and pension purposes.

34.1.7 Re-entry will be at the same grade and point of salary scale but duties may be subject to change.

35. Force Majeure

35.1.1 The purpose of Force-Majeure Leave is to provide paid leave, in the event that a member of an employee's immediate family has suffered an illness or injury and the employee's presence is required.

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- 35.1.2 DALC acknowledges that it is not always feasible for employees to give notice requesting Force-Majeure Leave. However, as soon as is practicable, the employee should give to the CEO a formal notice outlining a summary of the facts.
- 35.1.3 All employees will be entitled to up to 3 days paid Force-Majeure Leave in a 12-month period, or up to 5 days in a 36-month period.
- 35.1.4 Short periods of paid or unpaid leave may be granted in exceptional circumstances, but at the discretion of management to whom advance applications must be made.
- 35.1.5 Management will grant paid leave to an employee in the case of any hardship or difficulty which might arise from urgent domestic distress or upheaval or urgent exceptional personal circumstances and necessitate a request for absence from work up to a maximum of one week.
- 35.1.6 In special circumstances up to 2 weeks paid leave and additional unpaid as agreed by management with individual staff member.

36. *Jury Service*

- 36.1.1 Employees are entitled to take time off work for jury service. An employee will be granted paid leave to attend for jury service.

37. *Job Sharing*

- 37.1.1 Management will examine job-sharing options on request.
- 37.1.2 If management approves a job-sharing contract the employees concerned will have a pro-rata parity, as regards terms and conditions of employment, with their full-time colleagues, which will be detailed in their contract of employment.
- 37.1.3 Staff who have opted for job-sharing will have the opportunity to return to or change to full-time employment at the discretion of management and subject to:
- the occurrence of a suitable vacancy in the organisation;
 - having worked on a job-sharing basis for a period of not less than 1 year.

C. Training, Development and Miscellaneous Supports

38. *Training and Development*

- 38.1.1 Training and Development is a continuous process. DALC is committed to developing its employees and every effort will be made to ensure this happens. The employee also has a responsibility for his/her own development. In recognition of this partnership responsibility, DALC

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advocates that employees also consider their own personal development goals.

38.1.2 The aim of training is to assist you to develop the necessary skills, knowledge and personal development to enable the employee to perform her/his job effectively and to help her/him to achieve his/her potential.

38.1.3 *Application for Financial Assistance for further education and training*
Staff who have worked in the organisation for at least two years may make an application to management for financial assistance, to undertake such a course as may be relevant to their job or professional development within the organisation.

38.1.4 Applications will be considered individually and the decision will rest on the relevance of the course.

38.1.5 Where DALC provides financial assistance and/or time off for a course the employee may be requested to give periodic reports back to management on their progress. They might also be asked to give relevant inputs to tutors and staff.

38.1.6 Where a course is undertaken with financial assistance from DALC and

- is abandoned before its completion for reasons appearing to management not to be good and sufficient, or
- the employee leaves DALC's employment during the course or within six months of the end of the training,

38.1.7 DALC will have the right to require that part or the entire grant paid be reimbursed. No action will be taken in this matter without the fullest consultation with the employee.

38.1.8 Management recognises the need to provide for staff development opportunities within the organisation.

38.1.9 Internal training opportunities will be planned by management, in consultation with staff, according to their needs.

39. Exam/Study Leave

39.1.1 Once a course has been approved exam leave will be made available at one day per exam. Thus, if exams are held during normal working hours, the employee gets paid time off for the exams.

39.1.2 Where a course of study is agreed with the organisation, staff who have been employed for at least two years may make an application for paid study leave. A maximum of five days per year can be granted, or pro rata for part-time staff.

40. Supervision/Support and Appraisal

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40.1.1 Management recognises its responsibility to ensure that all employees have access to regular supervision, support and appraisal for their work.

40.1.2 Supervision and support will include an annual appraisal for each employee. This is a two-way process involving the CEO and the employee. The purpose of the annual appraisal is to:

- To ensure that the requirements of the position are fulfilled
- To review the employee's work over the past year
- To provide an opportunity for the manager to give the employee feedback on his/her performance
- To provide an opportunity for the employee to give feedback on the level of support and guidance received
- To plan objectives for the year ahead
- To identify any additional training needs and to plan to meet these needs.
- To review the employee's job description and to decide by agreement of both parties how it is to be updated if necessary. Where agreement has been reached to alter or add to the original job description, notice in writing of the updated job description will be given to the employee within 2 weeks of the review and affixed to the employee's personal file.

D. Dignity and Respect at Work – DALC's Policies on Bullying and Harassment, and Sexual Harassment.

41. Dignity and Respect at Work Policy

41.1.1 DALC recognises that all who work here have the right to be treated with dignity and respect. This Policy defines bullying, harassment, and sexual harassment, and sets out the procedures that DALC has in place and will use if any employee makes a complaint that they have been the victim of bullying, harassment or sexual harassment. Bullying or harassment or sexual harassment will not be tolerated and disciplinary action, up to and including dismissal, will be taken against any employee found guilty by DALC of such conduct. This Policy extends to bullying or harassment or sexual harassment by/against colleagues, tutors, students and volunteers and includes incidents which occur outside DALC's premises such as at DALC related social events. This Policy also applies to situations where an employee is treated differently in the workplace because he or she has rejected or accepted harassment or sexual harassment - for example, in relation to decisions concerning access to training, promotion or salary.

Purpose

41.1.2 The purpose of this Policy is to show DALC's commitment to the promotion of an environment which upholds the dignity and respect

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of everyone and which supports everyone's right to work in an environment which is free of any form of harassment, intimidation or bullying.

42. Procedures

42.1.1 All employees are required to comply with the policies and procedures of DALC. Breach of any aspect of any of DALC's policies will be treated as misconduct under DALC's Disciplinary Procedure.

43. Definition of Harassment

Harassment is any act or conduct, whether verbal, physical or visual, which is offensive, humiliating or intimidating on the grounds of civil status, family status, sexual orientation, religion, age, disability, race, colour, ethnic or national origin and/or membership of the traveller community, including acts of physical intimacy, spoken words, gestures, or the production and the display or circulation of written material or pictures. However, other acts or conduct may also constitute harassment under this policy and will be treated accordingly.

44. Definition of Bullying

Bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others which could reasonably be regarded as undermining the individual's right to dignity at work. An isolated incident of such inappropriate behaviour may be an affront to an individual's dignity at work, but as a once off incident is not considered to be bullying.

Examples of bullying and harassment include, but are not limited to:-

- picking on a person as the butt of jokes, horseplay, uncomplimentary remarks or other behaviour likely to cause offence;
- showing hostility to the person through sustained unfriendly contact or exclusion or isolation;
- ridiculing of a person directly to that person or to others;
- unfair selection of a person for difficult or unpleasant tasks;
- deliberate and continued staring at a person;
- using songs or laughter as a means of ridiculing a person;
- inappropriate bodily contact;
- deliberate pushing, jostling, physical assault.

44.1.1 It is important not to confuse the legitimate raising of performance or conduct issues with you, with either bullying or harassment.

45. Definition of Sexual Harassment

Sexual harassment is any form of unwanted conduct of a sexual nature which has the purpose or effect of violating a person's

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dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment.

Examples include:-

- the display of sexually suggestive or pornographic pictures;
- the circulation of sexually suggestive written material;
- leering, offensive gestures, whistling;
- sexual advances;
- pressure for social contact;
- sexually suggestive jokes, remarks or innuendoes;
- unwelcome physical contact such as groping, pinching or unnecessary touching;
- unwelcome fondling or kissing;
- sexual assault;

45.1.6 This list is not exhaustive and other acts or conduct may also constitute sexual harassment under this Policy and will be treated by DALC accordingly.

45.1.7 Employees should be sensitive to the impact their behaviour and/or actions may have on the feelings of others. It is the impact of unwanted behaviour on the recipient and not the intention of the perpetrator of such unwanted behaviour which determines whether harassment or sexual harassment has taken place. It is therefore important for all employees to understand that, even if it was not the intention of the perpetrator to sexually harass the relevant recipient, DALC will be obliged to investigate all complaints.

46. Procedures for dealing with complaints of bullying or harassment or sexual harassment.

46.1.1 DALC has both an informal and formal procedure to deal with complaints of bullying or harassment or sexual harassment.

47. Informal Procedure

47.1.1 While in no way diminishing the issue or the effects on individuals, an informal approach can often resolve matters. As a general rule, an attempt should be made to address an allegation of bullying, harassment or sexual harassment as informally as possible by means of the informal procedure. The objective of the informal approach is to stop the harassment, bullying or sexual harassment with the minimum of conflict and stress for the individuals involved.

47.1.2 An individual who believes that he or she is being bullied, harassed or sexually harassed should immediately ask the person to stop. It should be clearly explained by the recipient of such behaviour to the alleged perpetrator that their behaviour is unacceptable as it is possible that the perpetrator does not realise the effect of it. Where an employee finds it difficult or embarrassing to approach the alleged perpetrator, the fact that the relevant conduct is unacceptable should be communicated through a friend, a sympathetic colleague or tutor to

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the alleged perpetrator. Alternatively, it may be appropriate to write a note to the alleged perpetrator. It is important that unwanted actions should not be allowed to continue and, accordingly, complainants are advised to make known to the alleged perpetrator of the relevant behaviour at an early stage, the fact that the behaviour is unacceptable.

47.1.3 It should be noted that in circumstances where a complainant decides to bypass the Informal Procedure, and to instead commence the Formal Procedure in the first instance, those who are conducting an investigation under the Formal Procedure may nevertheless decide to facilitate an attempt to resolve the matter under the Informal Procedure.

48. Formal Procedure

48.1.1 If an informal approach is inappropriate or if, after the informal stage, the bullying or harassment or sexual harassment does not cease, the complainant should, as soon as possible after the act or acts complained of, make a formal complaint in writing/by arranging a meeting with a member of management of DALC. DALC can only investigate and take action against an alleged perpetrator where the complainant consents to their identity, and the facts of the allegation, being disclosed to the alleged perpetrator.

48.1.2 All complaints will be dealt with promptly, fairly and as confidentially as possible, with a fair hearing given and with due respect for the rights of the complainant and those of the alleged perpetrator.

48.1.3 If thought necessary, during the course of the investigation into a complaint, DALC will endeavour to ensure that the complainant is not placed in a position where he/she will come into direct contact with the alleged perpetrator. This action will be taken to aid the investigation and should not be perceived as a prejudgement on the outcome of the investigation.

48.1.4 The investigators will initially interview the complainant, who will be required to give full details of the alleged incident(s). The complainant has the right to be accompanied during the meeting.

The alleged perpetrator will be invited to meet the investigators and will also have the right to be accompanied during the meeting and be given details of the allegations made against them and the opportunity of replying to them.

A finding of bullying or harassment or sexual harassment will lead to DALC carrying out disciplinary action which may include dismissal. In cases where such action is deemed appropriate, DALC will try to ensure that the complainant is not placed in a position where he/she will, after such finding, come into direct contact with the perpetrator. Options for conciliation/mediation and counselling will also be considered by DALC where appropriate.

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Where it is found that an allegation of bullying or harassment or sexual harassment was not made in good faith, this may give rise to disciplinary action.

49. Disciplinary Action

49.1.1 Disciplinary action will be taken in accordance with DALC's Disciplinary Policy. Depending on the seriousness of the acts of bullying, harassment or sexual harassment, disciplinary action, may include - Removal of benefit(s); Demotion; Warning; Suspension (without pay); Dismissal.

50. Appeal

50.1.1 Employees have the right to appeal against any form of disciplinary action. Appeals against disciplinary action should be made in writing to a CEO/by arranging a meeting with a CEO no later than 5 days from the date the disciplinary action was taken.

50.1.2 If the alleged perpetrator is not an employee of DALC, the complainant should bring the matter to the attention of a member of management. DALC will investigate the complaint and if it deems the complaint reasonable it will ensure that the complainant is not placed in a position where he/she will come into contact with the alleged perpetrator in the future.

51. Disciplinary Policy

Policy

51.1.1 The primary focus of all disciplinary action will be on supporting you in improving your performance and/or professional behaviour.

Purpose

51.1.2 The purpose of the Disciplinary Policy is to provide a framework to help and encourage employees to achieve and maintain the required standards of performance and professional behaviour.

51.1.3 This procedure has been written in the light of the requirements of the Unfair Dismissals Acts 1977 - 2021. The procedure applies to all staff, whether full or part-time, except staff who are in their probationary period. The procedures to be applied to staff on probation are at the discretion of DALC.

51.1.4 The disciplinary procedure is designed to assist any member of staff whose conduct is in question, and its initiation should be seen as giving an opportunity to improve rather than as a first step in the process of sanctioning a dismissal.

52. Disciplinary Procedures

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52.1.1 Staff are liable to disciplinary action because of failure to meet their terms of employment, as outlined in their contract, or unsatisfactory performance of duties. It is not possible to list in writing every possible act or omission, which will constitute misconduct. In any event every employee is required to behave in a manner which respects other people whether staff, students, visitors and to avoid behaviour which could bring discredit to the organisation.

52.1.2 Examples of misconduct which could lead to formal disciplinary action (if not resolved through informal proceedings) are as follows:

- Consistently poor time-keeping;
- Negligence in the performance of duties;
- Violent or threatening behaviour;
- Breach of confidence not amounting to gross misconduct;
- Being absent without reasonable permission or reasonable excuse.
- Deliberate breach of safety rules.
- Deliberate falsification of information relevant to the organisation.
- Deliberately withholding information, which obstructs the work of the organisation.
- Deliberately bringing the organisation into disrepute.
- Consistent non co-operation with staff members or management.
- Repeated or serious breach of the organisation's policies

52.1.3 Disciplinary action, if required, will normally follow an incremental warning process, set out below. The following key principles will apply at all stages of such process:-

- There will be a full investigation of the matter and a formal meeting will be held between you and management before any disciplinary action is taken. You will be given reasonable notice of the meeting and an outline of issue(s) of concern, and the fact that the outcome of the meeting may be disciplinary action;
- At every stage in the process, you will be given the opportunity to state your case, and to put forward any mitigating circumstances which you believe may be relevant before any decision is reached;
- At every stage in the process, including appeals, you have the right to be accompanied by a work colleague, a Trade Union representative. Following its investigation, DALC will decide whether the issues alleged have been proven and, if so, what the appropriate sanction in the circumstances should be.
- Generally, action will be taken in accordance with the steps outlined in the incremental process set out below, but DALC reserves the right to initiate the process at any particular stage, or to move to any particular stage in the process where the matter under consideration is deemed sufficiently serious. In the

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case of Gross Misconduct (see 49 below) DALC reserves the right to summarily dismiss you;

- Disciplinary action may include any of the following: the removal of benefit(s), demotion, suspension with or without pay, warning or dismissal;
- You have the right to appeal against disciplinary action under any stage of the process. Appeals should be made to the Chairperson of the Board no later than 5 days from the date the disciplinary action was taken;
- In certain cases which are deemed to be of a sufficiently serious nature, it may be appropriate to suspend you pending an investigation. Suspension during such investigation is not disciplinary action or a prejudgement of the issue.

53. Incremental Warning Process

53.1.1 In situations where disciplinary action is necessary, the following process will normally be applied, subject to the key principles set out above:-

54 Stage 1: First Warning – Verbal Warning

54.1.1 At a formal meeting, you will be given a verbal warning by a member of management who will set out the specific aspects of your performance and/or behaviour which, in DALC's opinion, are below standard. You will be advised how improvement should be made and the time scale within which you are required to make such an improvement. You will also be advised that this is your 'first warning', and that failure on your part to improve may result in further disciplinary action. A note of this warning will be placed on your personnel file. The warning will remain in force for 6 months from the date of your meeting. If, during this period, you fail to make and maintain the required improvements in your performance and/or behaviour set out in the warning, the next stage of the disciplinary procedure will be invoked.

55 Stage 2: Second Warning – Written Warning

55.1.1 At a formal meeting, you will be advised by a member of management of the specific aspects of your performance and/or behaviour which, in DALC's opinion, are below the standard required. You will be advised how improvement should be made and, where applicable, the time scale within which you are required to make such an improvement. You will also be advised that this is your 'second warning', and that failure on your part to improve may result in further disciplinary action. Management will issue this 'second warning' to you in writing. A copy of such written warning will be placed on your personnel file.

55.1.2 This second warning will remain in force for one year from the date of your meeting. If, during this period, you fail to make and maintain the required improvements in your performance and/or behaviour set out

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in the warning, the next stage of the disciplinary procedure will be invoked.

56 Stage 3: Third Warning – Final Written Warning

56.1.1 At a formal meeting, you will be advised by a member of management of the specific aspects of your performance and/or behaviour which are, in DALC's opinion, below the standard required. You will be advised how improvement should be made and, where applicable, the time scale within which you are required to make such an improvement. You will also be advised that this is your 'final warning' and that failure on your part to improve may result in your dismissal.

Management will issue the 'final warning' to you in writing. A copy of the warning will be placed on your personnel file. This final warning will remain in force for 18 months from the date of your meeting. If, during this period, you fail to make and maintain the required improvements in your performance and/or behaviour set out in the warning, the next stage of the disciplinary procedure will be invoked.

57 Stage 4: Dismissal

57.1.1 A decision to dismiss you will be made if, having been subject to a final written warning, you have failed to make and maintain the improvement in your performance and/or behaviour required and set out in that final warning.

58. Gross Misconduct

58.1.1 If, in DALC's opinion, you have committed an act or acts of Gross Misconduct, you may be summarily dismissed by DALC without notice and without pay in lieu of notice and without recourse to the incremental procedure set out above. "Gross Misconduct " is any act or acts by an employee which, in DALC's opinion, are detrimental to the good of DALC, its success, its employees, its tutors, students and/or volunteers. Instances of Gross Misconduct include, but are not limited to: - theft; misrepresentation; threats or acts of physical violence; sexual harassment, harassment or bullying; victimisation arising from complaints of sexual harassment, harassment or bullying; obscene behaviour; gross negligence; disregard of safety precautions or procedures.

59. Grievance Policy

Policy

59.1.1 DALC accepts it has a responsibility to deal quickly and fairly with grievances that are brought to its attention.

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Purpose

59.1.2 When people work together there may be occasions when problems or misunderstandings arise. It is our hope that most of these problems or misunderstandings would be resolved by employees having an informal conversation with the other person. The Grievance Policy provides employees with a means of dealing with problems that cannot be resolved on an informal basis. It provides employees with a means of raising a formal complaint and ensuring that such complaints are dealt with quickly.

60. Grievance Procedures

60.1.1 Where you have a particular grievance or problem, the following procedures should be followed in order to ensure a prompt resolution:-

61. Stage 1.

61.1.1 The complainant will raise the matter with the CEO who will investigate the grievance and will try to resolve the matter as soon as possible and in any event within 10 working days.

61.1.2 If the employee's grievance is with the CEO, the employee will raise the issue with the Chairperson of the Board who will investigate the grievance and will do her/his best to resolve the matter as soon as possible and in any event within 10 working days.

62. Stage 2

62.1.1 If the matter is not resolved the complaint should be made in writing to the Chairperson of the Board. The Chairperson should attempt to resolve it within 15 working days.

63. Stage 3

63.1.1 If the matter cannot be resolved in this way, it should be raised with the Board of Directors (having a quorum of five) not more than a month after receiving the request in writing. The Chairperson should reply within three days of their meeting with the Board's decision.

64. Stage 4

64.1.1 If still unresolved any party has the right to ask for an agreed outside Mediator. The chairperson will arrange for a meeting of all parties with the Mediator within 28 days of the request to have a mediator.

64.1.2 At every stage in the process, you will be given the opportunity to state your case, and to put forward any circumstances which you believe may be relevant before any decision is reached;

64.1.3 At every stage in the process, including appeals, you have the right to be accompanied by a work colleague or a Trade Union representative.

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65. Equal Opportunities Policy

Policy

65.1.1 DALC and its employees commit themselves to promoting equality of opportunity and to eliminate all forms of discrimination. This policy is aligned to DALC's commitment to comply with Employment Equality legislation.

Purpose

65.1.2 The aim of DALC's Equal Opportunities Policy is:

- To promote equality of opportunity throughout the DALC;
- To promote an environment free from discrimination;
- To ensure that no person is treated less favourably than another on grounds of Sex (gender), Civil Status, Family status, Disability, Race, Ethnic or national origin, Sexual orientation, Age, Political or religious belief, Membership of the Traveller Community;
- To prevent any form of discrimination, (i.e. less favourable treatment), whether direct or indirect against staff, prospective staff members, volunteers, members or prospective members of management.
- To ensure that DALC fulfils its legal obligations the management undertakes to draw opportunities for training and promotion to the attention of all eligible employees and to inform all employees of their agreement on equal opportunity.

65.1.3 If you believe that you have been discriminated against on any of the grounds set out above, you should raise the matter initially with the CEO or, alternatively, via the Grievance Procedure.

66. Procedures in respect of Equal Opportunities Policies

66.1.1 If any employee considers that he or she has been treated less favourably on grounds of his/her status as listed above, the grievance procedure above will be used to deal with the complaint. Such complaints will, unless otherwise agreed, be dealt with on a confidential basis. A complaint of discrimination will not result in any disciplinary action against the worker making the complaint, except in the event that the complaint was clearly malicious.

66.1.2 Where management does not uphold the complaint, staff retain the right to pursue the complaint through existing statutory procedures, where these are appropriate.

67. Information & Training

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67.1.1 Management will ensure that all members of the organisation are informed regularly of the organisation's commitment to equal opportunities.

68. Monitoring

68.1.1 Management is responsible for monitoring the effectiveness of the Equal Opportunities Policy within the organisation in order to:

- Assess whether the aims of the equal opportunities policy are being achieved;
- Measure the effect of action taken to promote and support that policy;
- Highlight areas where further action is required.

E. Health, Safety and Welfare Policy

69. Health, Safety and Welfare Commitment

69.1.1 Dublin Adult Learning Centre (DALC) is committed to meeting its obligations as laid down by the Safety, Health and Welfare at Work Acts 2005 to 2014 and Safety, Health and Welfare at Work (General Application) Regulations 2007 - 2016. We are fulfilling our statutory obligations to manage and coordinate workplace safety and health and, as far as is reasonably practicable, commit ourselves to ensure that:

- Work activities are managed to ensure insofar as reasonably possible our employees and students' safety, health, and welfare.
- Our Safety Statement is maintained and updated, and written risk assessments are carried out and reviewed as required and brought to employees' attention at least annually.
- Identified protective and preventive measures are implemented and maintained.
- Improper conduct likely to put an employee's safety and health at risk is prevented. A safe place of work is provided that is adequately designed and maintained.
- A safe means of access and egress is provided. Safe plant and equipment is provided.
- Safe systems of work are provided.
- Risks to health from any article or substance are prevented.
- Appropriate information, instruction, training, and supervision are provided.
- Where hazards cannot be eliminated, suitable protective clothing and equipment is provided. In addition, emergency plans are prepared and revised.
- Welfare facilities are provided and adequately maintained.
- Competent personnel who can advise and assist in securing our employees' safety, health, and welfare are employed when required.

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70. The Health, Safety and Welfare Policy

70.1.1 To take all practical steps to safeguard the health, safety and welfare of all employees and of all clients and visitors to our premises.

70.1.2 To provide adequate working conditions for our employees with proper facilities to safeguard their health and safety and to ensure that any work which is undertaken produces no risks to health or safety.

70.1.3 To encourage employees to cooperate with the organisation in all safety matters.

70.1.4 To draw up specific Health, Safety and Welfare policies.

71. Obligations of Management

71.1.1 Management is responsible, in accordance with the Safety, Health & Welfare at Work Act, 2005-2014, to ensure as far as is reasonably practicable, the safety, health and welfare of all employees and to prevent in so far as reasonably practical any improper conduct or behaviour that could put the health, safety and welfare of an employee at risk.

72. Responsibilities of Employees

72.1.1 Employees of DALC have a legal obligation to comply with Section 13 of the Safety, Health and Welfare at Work Act 2005. Therefore, all employees are expected to comply fully with legislation and with the Safety Management System developed.

The responsibilities of employees are:

- Ensure that they take all necessary precautions to protect the work environment when working.
- To co-operate fully with all provisions taken by DALC for ensuring the safety, health and welfare of other employees, contractors, and students.
- To adhere to all safe work systems, wear any personal protective equipment (as required) and use any safety equipment provided.
- To report the damage to equipment and the need for repair/replacement of equipment items to their immediate superior.
- To discharge their work safely to avoid injury to themselves/other employees and avoid damage to equipment and property.
- To report, as soon as possible, defects in work systems, articles or substances, or work is being carried on, which might endanger health and safety.
- Not be under the influence of any intoxicant or engage in the consumption of any intoxicant which places them or fellow workers in any danger.

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- To comply with statutory provisions and take reasonable care to protect their own health and safety and that of others who may be affected by their acts or omissions.
- To attend training and undergo such assessment as may reasonably be required.
- To co-operate with the Management Team/Safety Working Group or other persons to enable the employer or another person to comply with statutory requirements.
- Not to engage in improper conduct or behaviour that is likely to endanger their own or others' health and safety.
- To make correct use - regarding training and instructions - of articles or substances, including protective clothing, supplied to protect health and safety.
- Not to interfere with welfare facilities or other provisions on the premises.

72.1.2 Smoking is prohibited in DALC except outside the canteen in the basement.

72.1.3 DALC has drawn up a Safety Statement, which will be reviewed annually. In reviewing the Safety Statement management will consult with employees for the purposes of making arrangements for co-operation in promoting and developing health, safety and welfare at work.

72.1.4 Employees have the right to make representations to management on safety, health and welfare issues and management will take account of any such representations, as far as is reasonably practicable.

72.1.5 Employees are required to report any possible hazard to the CEO. Employees are also required to report every accident to the CEO.

72.1.6 Employees should be aware that breaches of safety rules may result in graduated disciplinary action, up to and including dismissal. During induction you will be made aware of the Safety Statement, Fire Evacuation Procedures and any hazards specific to your area of work.

73. Health & Safety Officer.

73.1.1 A Health & Safety Officer has been appointed and given time off to attend Health & Safety training programmes.

Signed on behalf of the Dublin Adult Learning Centre (DALC)

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Dated: 20.06.2023